

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 06-023**

City of Lincoln intends to purchase and invites you to submit a sealed bid for:

**ONE (1) MULTIPARAMETER SAMPLING SYSTEM
MEETING OR EXCEEDING CITY OF LINCOLN'S SPECIFICATIONS**

Sealed bids will be received by City of Lincoln, Nebraska on or before 12:00 noon Central Time, Wednesday, January 18, 2006 in the office of the Purchasing Agent, "K" Street Complex (SW Wing), Suite 200, 440 So. 8th Street, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Document(s) may be downloaded at <http://www.lincoln.ne.gov/city/finance/purch/spec/index.htm> or by calling the Purchasing office at 402/441-7410.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. It is the responsibility of all bidders to check for addendum(s) prior to submitting bids. Late bids will not be considered. Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.

BID PROPOSAL
One (1) Multiparameter Sampling System
SPECIFICATION NO. 06-023
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, January 18, 2006

ADDENDA RECEIPT: The receipt of the addenda to the specification number _____ through _____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of City of Lincoln for the listed project agrees to provide the labor, certificate of insurance, materials and equipment in strict accordance with the specifications as prepared by the City for the consideration of the amount set forth in the following price schedule:

OPTION ONE

ONE (1) MULTIPARAMETER SAMPLING SYSTEM

<u>DESCRIPTION</u>	<u>QTY</u>	<u>TOTAL PRICE</u>
1. HydroLab Quanta-G Water Quality Monitoring System, as per specifications (Complete with standard accessories, freight & delivery)	1 ea	\$ _____
2. Survey Data Display/ Data Logger, as per specifications (Complete with standard accessories, freight & delivery)	1 ea	\$ _____
3. 24 MONTH WARRANTY: _____	1 ea	\$ _____
4. <u>OPTIONS:</u>		
Extended Warranty beyond initial 24 months	1 ea	\$ _____
Flow-thru Sample Chamber	1 ea	\$ _____
Preventative Maint/Service agreement for one-year	1 ea.	\$ _____

NO BID BOND REQUIRED

NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 06-023

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours **after** tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** A Letter of Intent will be listed on the website when a recommendation is received from the Department.

BID PROPOSAL
One (1) Multiparameter Sampling System
SPECIFICATION NO. 06-023
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, January 18, 2006

ADDENDA RECEIPT: The receipt of the addenda to the specification number ___ through ___ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of City of Lincoln for the listed project agrees to provide the labor, certificate of insurance, materials and equipment in strict accordance with the specifications as prepared by the City for the consideration of the amount set forth in the following price schedule:

OPTION TWO

ONE (1) MULTIPARAMETER SAMPLING SYSTEM

<u>DESCRIPTION</u>	<u>QTY</u>	<u>TOTAL PRICE</u>
1. HydroLab MS5 Water Quality Monitoring System, as per specifications (Complete with standard accessories, freight & delivery)	1 ea	\$ _____
2. Survey Data Display/ Data Logger, as per specifications (Complete with standard accessories, freight & delivery)	1 ea	\$ _____
3. 24 MONTH WARRANTY: _____	1 ea	\$ _____
4. <u>OPTIONS:</u>		
Extended Warranty beyond initial 24 months	1 ea	\$ _____
Flow-thru Sample Chamber	1 ea	\$ _____
Preventative Maint/Service agreement for one-year	1 ea	\$ _____

NO BID BOND REQUIRED

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 06-023**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours **after** tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** A Letter of Intent will be listed on the website when a recommendation is received from the Department.

**SPECIFICATIONS FOR
ONE (1) MULTIPARAMETER SAMPLING SYSTEM**

1. GENERAL INFORMATION

- 1.1 The City of Lincoln invites you to submit a sealed bid for the purchase of one (1) Multiparameter Sampling System for the Lincoln Water System (LWS), Lincoln, NE.
- 1.2 The purpose of this system is to perform field analyses of pH, temperature, dissolved oxygen, depth, total dissolved solids, ORP and conductivity in water samples.
- 1.3 Unit offered shall meet or exceed the requirements stated herein.
- 1.4 Only one Multiparameter System will be purchased!
- 1.5 Either the Quanta-G **OR** the MS5 Water Quality Monitoring System will be purchased. **NOT BOTH.**

2. BIDDING PROCEDURE

- 2.1 The bidder is asked to bid a firm base bid price, plus separate pricing for consumables, service agreements and extended warranties (See Bidding Schedule(s) and signature page).
- 2.2 The bid proposal shall be in accordance with these specifications with any exceptions, clarifications, or alternates clearly stated and outlined in detail.
 - 2.2.1 Bidder must complete the enclosed check list indicating any variance to the specifications listed for each unit proposed.
 - 2.2.2 The City reserves the right to determine if any variance is of material value to the City.
 - 2.2.3 All alternates will be considered; refer to the Instruction to Bidders, Section 7. Brand Names.
- 2.3 The bidder shall guarantee performance of the Multiparameter Sampling System.
- 2.4 The Multiparameter Sampling System must operate within the analytical ranges listed in Section 4, Analyte Range Requirements within the Equipment Specifications of this bid notification
- 2.5 The bid price shall remain firm for 90 days after the close of this solicitation, and shall include freight, installation, training and maintenance manuals as stated in the bid specifications

3. BID FORMAT

- 3.1 The bid shall be presented as follows:
 - 3.1.1 Proposed bid for required instrumentation/equipment.
 - 3.1.2 Options to the bid shall be presented separately for each unit proposed. These options include:
 - 3.1.2.1 Extended warranty.
 - 3.1.2.2 Flow-thru Sample Chamber
 - 3.1.3.3 Service Contract Options, not otherwise specified
 - 3.1.3 The bidder can provide a written summary of any additional features which are not listed in the specification.

4. SPECIFIC INFORMATION

- 4.1 All questions regarding these specifications must be made in writing to the following:

Vince M. Mejer, Purchasing Agent
"K" Street Complex (SW Wing)
440 So. 8th Street
Lincoln, NE 68508
Email: vmejer@lincoln.ne.gov
Phone: (402) 441-8314
Fax: (402) 441-6513
- 4.2 All questions must be received in the Purchasing Department by no later than **noon, Friday, January 13, 2006**, to allow adequate time to prepare an addendum to mail to all known specification holders.

- 4.3 If the bidder is unable to meet all the required specifications, a written explanation shall be included.

5. DELIVERY, INSTALLATION AND PAYMENT

- 5.1 Bid prices offered shall be new, complete in every way, including freight and delivery costs, ready for use by the City.
- 5.2 Delivery shall be to:
Lincoln Water System
Ashland Water Treatment Plant
Attention: Laboratory Supervisor
401 Hwy. 6, P.O. Box 144
Ashland , Nebraska 68003.
- 5.3 Payment shall be 90 percent upon delivery and installations with the final 10 percent upon completion of the training and 30 days of satisfactory operation of the system, but not longer than six (6) months from the time the equipment is set up and placed in full operation by the bidder.

EQUIPMENT DETAILS - Complete and return with your offer (06-023).

Multiparameter Sampling SYSTEM: As per specifications listed herein.
Specify brand/model: _____

SYSTEM SPECIFICATION

OPTION ONE

Meets Specs.
Yes No

- | | | | |
|-------|--|-------|--|
| 1. | <u>HYDROLAB QUANTA-G WATER QUALITY MONITORING SONDE:</u> One HydroLab Quanta-G Water Quality Monitoring Sonde (Quanta-G) will be supplied. The standard QUANTA-G shall consist of the following appropriate parts and supplies and sensors. | | |
| _____ | _____ | 1.1 | The Quanta-G shall be applicable for field use with impact resistant case. |
| _____ | _____ | 1.2 | The Quanta-G shall fit inside a two-inch well casing. |
| _____ | _____ | 1.3 | The Quanta-G shall be menu driven with easy to use pc interface via RS-232. |
| _____ | _____ | 1.4 | The Quanta-G shall have a minimum two-year warranty. |
| _____ | _____ | 1.5 | The Quanta-G shall operate with rechargeable battery power. |
| _____ | _____ | 1.6 | The Quanta-G shall have internal memory for 150 data sets minimum. |
| _____ | _____ | 1.7 | The Quanta-G shall have the ability for analysis of the following minimum parameters: |
| _____ | _____ | 1.7.1 | pH |
| _____ | _____ | 1.7.2 | Temperature |
| _____ | _____ | 1.7.3 | Dissolved oxygen, Clark Cell (% and ppm) |
| _____ | _____ | 1.7.4 | Conductivity |
| _____ | _____ | 1.7.5 | ORP |
| _____ | _____ | 1.7.6 | Depth 100 feet (0.1 feet resolution) |
| _____ | _____ | 1.8 | The Quanta-G shall have the ability to calculate and display the following minimum parameters: |
| _____ | _____ | 1.8.1 | Specific conductance |
| _____ | _____ | 1.8.2 | Total dissolved solids (TDS) |
| _____ | _____ | 1.8.3 | Salinity |
| _____ | _____ | 1.8.4 | Resistivity |
| _____ | _____ | 1.9 | The Quanta-G shall be waterproof. |

OPTION TWO

Meets Specs.
Yes No

- | | | | |
|-------|---|-------|---|
| 1. | <u>HYDROLAB MS5 WATER QUALITY MONITORING SONDE:</u> One HydroLab MS5 Water Quality Monitoring Sonde (Quant-G) will be supplied. The standard MS5 shall consist of the following appropriate parts and supplies and sensors. | | |
| _____ | _____ | 2.1 | The MS5 shall be applicable for field use with impact resistant case. |
| _____ | _____ | 2.2 | The MS5 shall fit inside a two-inch well casing. |
| _____ | _____ | 2.3 | The MS5 shall be menu driven with easy to use pc interface via RS-232. |
| _____ | _____ | 2.4 | The MS5 shall have a minimum two-year warranty. |
| _____ | _____ | 2.5 | The MS5 shall operate with standard rechargeable battery power. |
| _____ | _____ | 2.6 | The MS5 shall have internal memory for 150 data sets minimum. |
| _____ | _____ | 2.7 | The MS5 shall have the ability for analysis of the following minimum parameters: |
| _____ | _____ | 2.7.1 | pH |
| _____ | _____ | 2.7.2 | Temperature |
| _____ | _____ | 2.7.3 | Dissolved oxygen, Luminescent (% and ppm) |
| _____ | _____ | | Note: Clark Cell Dissolved Oxygen Probe may be priced as an option |
| _____ | _____ | 2.7.4 | Conductivity |
| _____ | _____ | 2.7.5 | ORP |
| _____ | _____ | 2.7.6 | Depth to 100 feet (0.1 feet resolution) |
| _____ | _____ | 2.8 | The MS5 shall have the ability to calculate and display the following minimum parameters: |
| _____ | _____ | 2.8.1 | Specific conductance |
| _____ | _____ | 2.8.2 | Total dissolved solids (TDS) |
| _____ | _____ | 2.8.3 | Salinity |
| _____ | _____ | 2.8.4 | Resistivity |
| _____ | _____ | 2.9 | The MS5 shall have field replaceable sensors |
| _____ | _____ | 2.10 | The MS5 shall be waterproof |

3. **SURVEY DATA DISPLAY/ DATA LOGGER:** The standard Survey Data Display for each unit shall consist of the following appropriate parts and supplies:

- 3.1 The Data Logger shall be waterproof.
 3.2 The Data Logger shall have operating temperature of 0 to 50 degrees Celsius.
 3.3 The Data Logger shall operate with standard rechargeable battery power.
 3.4 The Data Logger shall have VGA display with backlight.
 3.5 The Data Logger shall have RS-232 communication.
 3.6 The Data Logger shall be downloadable to Windows XP compatible software provided by vendor for data analysis and reporting.

4. **Analyte Range Requirements:** The multiparameter probe analytes shall be capable of achieving the following operational ranges:

Analyte	Range	Resolution	Accuracy
4.1 pH	0 – 14	0.01 unit	0.2 unit
4.2 Temperature	0 to 50°C	0.01°C	± 0.15°C
4.3 Dissolved Oxygen	0 to 50 mg/L	0.01 mg/L	± 0.2 mg/L
4.4 Dissolved Oxygen	0 to 500%	0.1%	± 3%
4.5 Conductivity	0 to 100 mS/cm	0.1 mS/cm	± 1%
4.6 ORP	-999 to 999 mV	0.1 mV	± 20mV
4.7 Depth	0 to 100 feet	0.1 feet	0.1 feet

5. **Warranty:** The bidder shall warrant all materials and workmanship for all equipment supplied for a minimum of 24 months following installation at the site.

- 5.1 Any defective portions which are repaired or replaced shall be guaranteed for an additional 90 days.
 5.2 All costs for warranty work shall be borne by the bidder.
 5.3 Extended warranty (parts, labor and travel) for 12 months following expiration of the initial 24 month warranty shall be quoted as an option to the bid.
 5.4 Warranty Repair Location: _____
 5.5 Number of Technicians certified to repair this equipment: _____.

6. **Preventative Maintenance/Service:** Provide with your bid a break out price on a yearly service contract including preventive maintenance.

7. **Operation and Maintenance Manuals:** Adequate operation and maintenance information shall be supplied for all equipment requiring maintenance or other attention.

- 7.1 One copy of each manual shall be produced on CD Rom and in bound hard copy.
 7.2 Operation and maintenance manuals shall include the following:
 7.2.1 Table of Contents and Legends Abbreviations listing.
 7.2.2 Equipment, normal operating characteristics and limiting conditions.
 7.2.3 Assembly, installation, adjustment and checking instructions.
 7.2.4 Operating instructions for start-up, routine and normal operation, shutdown and emergency conditions.
 7.2.5 Maintenance instructions.
 7.2.6 Guide to "troubleshooting".
 7.2.7 Bills of Materials and spare parts lists.
 7.2.8 Test data and performance curves, where applicable.
 7.3 The operation and maintenance manuals shall be in addition to any instructions or parts lists packed with or attached to the equipment when delivered.

REFERENCES

Provide three references for governmental agencies, or private organizations that are currently using this proposed equipment.

Firm Name: _____
Address: _____
Contact Name: _____ Title: _____
Phone Number: _____ Fax: _____
Approximate purchase date: _____

Firm Name: _____
Address: _____
Contact Name: _____ Title: _____
Phone Number: _____ Fax: _____
Approximate purchase date: _____

Firm Name: _____
Address: _____
Contact Name: _____ Title: _____
Phone Number: _____ Fax: _____
Approximate purchase date: _____

COMMENTS:

Firm Name Signature Date

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. ANTI-LOBBYING PROVISION

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

10. WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 10.1.1 Manufacturer's warranties and/or guarantees.
 - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

11. ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

12. BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13. INDEMNIFICATION

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom

and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. TERMS OF PAYMENT

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15. LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

18. EXECUTION OF AGREEMENT

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - ☒ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.